

Town of Rocky Hill
Legal Notice
Invitation to Bid
Municipal Legal Services

April 26, 2016

The Town of Rocky Hill is requesting proposals from qualified law firms and attorneys located and authorized to do business in the State of Connecticut to provide general municipal legal services to the Town. Bid forms and specifications may be examined and/or obtained from the Town Manager's Office, 761 Old Main Street, Suite 245, Rocky Hill, Connecticut. 06067 or downloaded from the town website at http://rockyhillct.gov/business/bid_notices.php

Bids shall be submitted in a sealed envelope clearly marked **"Town Attorney - Legal Services Bid Number 2016-008"**. Sealed bids shall be addressed to John Mehr, Finance Director, 761 Old Main Street, Suite 245, Rocky Hill, Connecticut 06067 on or before 2:00 P.M. May 16, 2016. Equal Opportunity Employer, minority/women owned businesses are encouraged to submit a bid. (TTY Number 860-258-7639).

John Mehr, Finance Director - Town of Rocky Hill

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Town of Rocky Hill. The Town of Rocky Hill reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Town of Rocky Hill, it would be in their best interest to do so.

I. INTRODUCTION

A. Purpose

The Town of Rocky Hill is requesting proposals from qualified law firms and attorneys located and authorized to do business in the State of Connecticut to provide general municipal legal services to the Town. Interested parties should submit a proposal response in accordance with the requirements and direction herein.

The services requested include providing legal counsel in the form of written and verbal opinions and presentations, and monitoring and representing the Town's interests before various judicial bodies and other entities. Specialized legal services are necessary in all areas of municipal law to include, but not limited to, municipal governance, municipal finance, tax assessment and abatement issues, tax collection, planning/zoning and land use, and transportation. The Town is not requesting services for a labor counsel and for a bond counsel. The Town will consider awarding a contract to a single legal firm or multiple legal firms as deemed necessary to address the various specialties required.

B. Scope of Services

Services to be provided by the Attorney regarding municipal law issues shall include, but not be limited to:

1. Act as Town Attorney for the Town of Rocky Hill. Provide legal advice and interpret municipal, state, and federal law as it applies to the Town.
2. Represent the Town of Rocky Hill before administrative agencies and in court proceedings; conduct legal research, find relevant facts, develop and review documents. Prosecute municipal ordinance and code violations, and serve as defense counsel for lawsuits filed against the Town.
3. Act as legal advisor to the Town Manager and Town Council in all areas of municipal law as well as to Land Use Boards and Commissions as needed for land use and code enforcement matters.
4. Provide legal research and legal opinions upon direction of the Town Council and Town Manager.
5. Provide legal advice to any other staff member of the Town as authorized by the Town Manager.
6. Prepare and review ordinances, resolutions, contracts, deeds, leases, and other written legal documents generated in the course of Town business, as requested.
7. Conduct title searches and handle land closing for both Conservation and general Town real estate transactions.
8. Attend meetings of the Town Council, Planning and Zoning Commission, Zoning Board of Appeals, and any other boards or commissions as may be required to offer legal advice and opinions.
9. Perform other legal services as assigned.

C. Minimum Qualifications for Consideration

The proposer must meet the following minimum criteria to be given further consideration. Failure to meet the minimum criteria will result in the proposer's rejection by the Town:

- a. Attorneys performing services for the Town must be a member in good standing of the Connecticut Bar.
- b. Qualified attorneys to perform Scope of Services requested herein.
- c. Have a strong background of Connecticut Statutes relating to municipal governance and law and other relevant state regulations.
- d. Demonstrate experience in municipal legal consultation for municipalities.

- e. Strong knowledge of Freedom of Information Act requirements.

II. PROPOSALS

A. Evaluation Criteria

Proposals will be evaluated on the following criteria:

- a. Thoroughness of the proposal
- b. Proposer's overall qualifications and the experience of key personnel
- c. Proposer's experience with other municipal clients
- d. Proposed hourly rate or other rate for services

Cost will not be the primary factor in the selection of an attorney or firm.

B. Submission of Proposals

Proposals must be signed by an authorized member of the firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process must be included. Proposals must include a completed copy of the Town of Rocky Hill Affirmative Action Statement and a completed copy of the Town of Rocky Hill Non- Collusive Statement (attached).

Ten copies of the proposal must be submitted to:

John Mehr
Finance Director
Town of Rocky Hill
761 Old Main Street
Rocky Hill, CT 06067
Phone: (860) 258-2700

All proposals must be received by 2:00 p.m. on Monday, May 16, 2016. Proposals submitted after the stated time and date will not be considered.

The Town reserves the right to accept or reject any and/or all proposals, to waive any and all informalities, defects, or immaterial irregularities, and to request further clarification.

The Town reserves the right to negotiate with any, all, or none of the bidders responding to this request for proposals.

C. Content

Management and Qualifications

- Describe the firm's experience and expertise related to municipal law issues.
- Provide information regarding the history of the firm, including but not limited to the number of years the firm has been in business, how long the firm has provided municipal law services, what other services the firm provides and the percentage of business done in each area.

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- Provide brief resumes of the key personnel who would be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support and other personnel who would perform the requested work.
- Provide a minimum of three (3) governmental client references for which municipal law services similar to this request has been performed, including contact names and telephone numbers, and a brief description of services your firm has provided.
- Provide any other information that might be beneficial to the Town.

Fee Proposal

For any proposed services, identify the:

- Scope of Services
- Responsible personnel
- Hourly Rates

D. Questions

All questions about this RFP must be submitted in writing to Guy Scaife, Town Manager, at gscaife@rockyhillct.gov no later than Monday, May 9, 2016. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by the Proposer or prospective proposer against the Town.

No other Rocky Hill Town employee, elected official, or evaluation committee member should be contacted concerning this RFP during the proposal process. Failure to comply with this requirement could result in disqualification.

E. TERMS AND CONDITIONS

Contract Period

It is the intent to award a contract for a two-year period with the option to renew for additional two-year periods. The decision to renew the contract will be at the sole discretion of the Town.

Compensation

Compensation for services shall be made on a monthly basis until the conclusion of each individual engagement and the delivery of the end product. However, the Town, at its discretion, may consider other payment schedules.

Termination

Following implementation, if the Town reasonably determines that the firm has breached its duty of care in rendering legal services to the Town, the Town shall have the right to cancel the contract. In the event of such cancellation, the Town, at its discretion, may (i) withhold payment for services rendered in connection with the matter or matters at issue at and after the time of breach, (ii) retain substitute counsel, and (iii) offset against any payments owing to the firm an amount up to the amount reasonably paid to substitute counsel to familiarize itself with the matter and mitigate the effects of the breach. This is without prejudice to all other rights and remedies

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that the Town may have under applicable law and equity.

Engagement Individual/Team

The key personnel assigned to this engagement are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the Town and the firm.

Indemnification and Insurance

The firm selected shall indemnify, defend, and save the Town harmless from liability in any manner of claims, lawsuits, and damages for any type of losses that arises from its work product for the Town. Specific requirements for insurance are contained in Appendix A.

Collusion

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of such contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Freedom of Information

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this request for proposals are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

APPENDIX A - INSURANCE REQUIREMENTS

The Contractor, at its own expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of Rocky Hill, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Rocky Hill will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Rocky Hill before the term of the contract commences.

The Contractor's insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or better. The Insurance Certificate must state whether coverages are written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverages as the Town may require for specific projects. The Town of Rocky Hill, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

SECTION A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- \$1,000,000 each - Bodily Injury
- \$1,000,000 disease - Policy Limit - Bodily Injury
- \$1,000,000 disease - Each Employee - Bodily Injury

SECTION B. GENERAL LIABILITY

B.1 OCCURRENCE POLICY GUIDELINES

General Liability - Written under commercial or comprehensive form including the following:

(Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$1,000,000
- Products/Completed Operations Aggregate \$1,000,000
- Personal & Adv Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$1,000,000
- Medical Expense (any one person) \$ 10,000
- Also "follow form" umbrella coverage over General Liability, Employer's Liability and Auto Liability in a minimum amount of \$1,000,000.

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$1,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the

Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Rocky Hill reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

B.2 CLAIMS-MADE COVERAGE GUIDELINES

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury).

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits,
2. Advance of any retroactive dates,
3. Cancellation or non-renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Rocky Hill is necessary and the Town retains the right to require that the Contractor at his/her expense invoke the extended reporting period. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under Section B.1 "Occurrence Policy Guidelines"

SECTION C. AUTOMOBILE LIABILITY

- C. Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.
- Combined Single Limit-Bodily Injury/Property Damage \$1,000,000
 - Also "follow form" umbrella coverage over General Liability, Employer's Liability and Auto Liability in a minimum amount of \$1,000,000.

Insurance under B & C above must provide for a 30-day notice to the Town of Rocky Hill of cancellation, non-renewal, termination, or any restrictive amendment.

SECTION D. PROFESSIONAL LIABILITY

D. The Contractor must have professional errors and omissions coverage with a liability limit of \$2,000,000 per claim/\$2,000,000 aggregate. The Contractor must provide proof that these limits are available under the policy depicted in the Certificate of Insurance. The Contractor is responsible for the payment of any deductible associated with any claim made against this policy. The Contractor must state whether the coverage is "occurrence form" or "claims made" coverage. If the coverage is "claims made", it is the Contractor's responsibility to assure that the coverage remains in force not only concurrently with the project dates but also as per the terms of the contract specifications.

TOWN OF ROCKY HILL

**AFFIRMATIVE ACTION STATEMENT
CERTIFICATION OF BIDDER**

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

The bidder certifies that it:

- 1) Is in compliance with the equal opportunity clause as set forth in the Connecticut State Law.
- 2) Does not maintain segregated facilities.
- 3) Has filed required employer's information reports.
- 4) Lists job openings with Federal and State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

- ☐ Yes/bidder certifies to having an Affirmative Action Program.
☐ Not applicable/bidder employs 10 or less people.

Bidder-Company Name

Date

Name & Title (Printed)

Signature

TOWN OF ROCKY HILL
NON-COLLUSIVE STATEMENT

Bid for: _____

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition, and;
- b. The bidder has not communicated the contents of the bid to its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposed of inducing the Town of Rocky Hill to consider the bid and make an award in accordance therewith.

Please complete & sign

Legal Name of Bidder	
Business Address	
Name & Title of Authorize agent	
Signature	
Date	
Phone # & Fax #	